



GOVERNMENT OF KERALA

Abstract

Planning & Economic Affairs (Development & Innovation) Department - Kerala
Development and Innovation Strategic Council -K-DISC- Human Resources Manual -
Orders Issued

**PLANNING & ECONOMIC AFFAIRS (DEVELOPMENT & INNOVATION)
DEPARTMENT**

G.O.(Ms)No.1/2022/PLG&EA (DVPMT & INNOVATION) Dated,
Thiruvananthapuram, 20/01/2022

Read:- 1. G.O. (Ms) No. 8/2021/PLG&EA Dated 24/02/21

2. Minutes of Meeting of the Governing Body of K-DISC Dated
13/09/2021

ORDER

In the Government Order read 1 as above, orders were issued for re-organising the Kerala Development and Innovation Strategic Council (K-DISC) as a society with a Governing Body headed by the Hon'ble Chief Minister and an Executive Committee headed by the Hon'ble Finance Minister. The Memorandum of Association and Rules and Regulations of K-DISC were also approved. As per the re-organisation, K-DISC has been organised in five divisions headed by the respective Executive Directors viz:- Planning Competency Development and Innovation System, Skills, Employment and Entrepreneurship, Innovation Technologies, Social Enterprises and inclusion and Management Services. The four divisions except Management Services shall have subdivisions headed by Programme Managers. The division shall also comprise of Senior Programme Executives and Programme Executives handling various schemes and programmes.

It has also been stated that a Result Based Management System shall be put in place with well-defined Key Result Areas and Key Process areas for efficient functioning of the organisation. It also proposes to establish special procedures with focus on electronic systems are established to facilitate and enable smooth functioning of K-DISC and various activities including, matters relating to personnel, finance, administration, purchase, travel, etc.

In order to structure an efficient Result Based Organisation, it is imperative to frame effective Human Resources Policies and team to be positioned. However, service conditions of the personnel in K-DISC were not touched upon in detail in the Rules and Regulations. Therefore a Human Resources (HR) Manual was prepared for the smooth functioning of K-DISC and was placed under Agenda item 5 of the First Governing Body meeting of K-DISC held on 13.09.2021. The HR Manual covered various service conditions including leave rules and procedures, travelling allowance, insurance and Employee's Provident Fund, guidelines for performance appraisal system, general rules for contract employees, conduct and disciplinary rules and procedures.

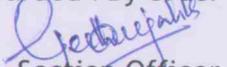
As per the Minutes of the Meeting read 2 as above, the Governing Body of K-DISC at its first meeting held on 13/09/2021 chaired by the Honorable Chief Minister, the HR Manual was considered and was given approval. A few minor modifications have been made in the manual in applicability of the manual to officers on deputation in K-DISC. Accordingly, the Government have examined the matter in detail and are pleased to issue orders for implementation of the HR Manual of K-DISC as appended as Annexure 1. The HR Manual will come in force from the date of decision of the Governing Body.

(By order of the Governor)
K M Abraham
Ex-officio Secretary

To:

1. The Chairperson, Kerala Development and Innovation Strategic Council, Thiruvananthapuram
2. The Vice Chairperson, Kerala Development and Innovation Strategic Council, Thiruvananthapuram
3. Additional Chief Secretary, Finance Department, Thiruvananthapuram
4. Additional Chief Secretary, Planning & Economic Affairs Department, Thiruvananthapuram
5. The Member Secretary, Kerala Development and Innovation Strategic Council, Thiruvananthapuram
6. The Member Secretary, Kerala State Planning Board, Thiruvananthapuram
7. Executive Director, Management Services, Kerala Development and Innovation Strategic Council, Thiruvananthapuram
8. The Principal Accountant General (Audit), Kerala, Thiruvananthapuram
9. The Accountant General (A&E), Kerala, Thiruvananthapuram
10. Finance (Planning - B) Department
11. Planning & Economic Affairs (A) Department
12. I&PR (Web & New Media) Department (for publishing in website)
13. Stock file/Office copy

Forwarded /By order


Section Officer

Copy to:-

1. CA to Additional Chief Secretary, Planning & Economic Affairs Department
2. CA to Director, Planning & Economic Affairs (CPMU) Department



KERALA DEVELOPMENT AND INNOVATION STRATEGY COUNCIL (K-DISC)

Human Resources Manual

3rd Floor, India Heights,
Govt. Women's College Road,
Vazhuthacaud, Thiruvananthapuram
Phone: 2332920/2334472
www.kdisc.kerala.gov.in

Notifications
GOs if any etc

1. TITLE, APPLICABILITY AND DEFINITIONS

1. Introduction

This volume provides a framework for the Administrative Procedures for various categories of employees in K-DISC covering Leave Rules, Travelling Allowance, Guidelines for Performance Appraisal system, General Rules and Conduct and Disciplinary Rules & Procedures.

2. Objective

The major objective of the manual is to ensure quality, fairness, transparency and consistency of the Administrative Procedures for the employees in K-DISC.

3. Title

The Manual may be called the “Human Resources Manual of K-DISC”

4. Applicability

- i) The Manual shall apply to full time employees of K-DISC including Personnel on Contract as per the provisions outlined below.
- ii) The Manual shall apply to an employee appointed under a contract of service and employees on deputation/working arrangement in K-DISC from Government.
- iii) For employees on deputation/working arrangement, the rules shall apply for performance appraisal only. For all the other matters, rules in their parent service shall apply.
- iv) The Manual shall not apply to, temporary employees, part-time employees, trainees and apprentices, if any, except to the extent specifically provided for them in the Manual.

5. Date of Applicability

The Manual shall be deemed to have come into force with effect from the date of its approval by the Governing Body of K-DISC.

6. Definitions

In this Manual unless there is anything repugnant in the subject or context thereof:

- i) 'THE GB means the Governing Body of The KERALA DEVELOPMENT AND INNOVATION STRATEGIC COUNCIL constituted based on THE TRAVANCORE COCHIN LITERARY SCIENTIFIC and CHARITABLE SOCIETIES ACT 1955 and any subsequent amendments made thereon.
- ii) 'K-DISC' means KERALA DEVELOPMENT AND INNOVATION STRATEGIC COUNCIL
- iii) 'ACT' means THE TRAVANCORE COCHIN LITERARY SCIENTIFIC and CHARITABLE SOCIETIES ACT 1955 (Act XII of 1955) and any subsequent amendments made thereon
- iv) 'Governing Body' means the policy and decision making body nominated by The Government as per the provisions of The Act and constituted for delivering governance in K-DISC.
- v) 'Executive Committee' means the committee constituted by the Governing Body for the implementation of the governance in the organisation, Management and Administration of K-DISC.
- vi) 'Executive Vice Chairperson' means the Executive Vice Chairperson (EVC) of K-DISC.
- vii) 'GB Members' means the Members of the Governing Body of K-DISC
- viii) 'Committee Members' means the Members of the Executive Committee of K-DISC.
- ix) 'Member Secretary' means the Chief Executive Officer (CEO) of K-DISC.
- x) 'Executive Directors' means the appointed heads of all the divisions of K-DISC
- xi) 'The Government' means the Government of Kerala

- xii) 'Union Government' means the Government of India
- xiii) 'Appointing Authority' in respect of an employee, means the authority to whom such power has been duly delegated and where no such specific delegation has been made, the appointing authority is the Member Secretary/CEO of K-DISC.
- ix) 'Competent Authority' or 'Appropriate Authority' in respect of an employee means the authority to whom such power has been duly delegated and where no such specific delegation has been made, the competent/appropriate authority is the Member Secretary/CEO of K-DISC.
- x) 'Employee' means any person employed in K-DISC on payment to do any technical, unskilled, semi-skilled, operational, clerical, supervisory, managerial or administrative work or functions and includes contract, daily waged, temporary employees or those who are appointed for any specific period or those who are on deputation.
- xi) Contract Post means a post created for employment on contract or temporary basis with monthly consolidated emoluments and with or without time limit, by the EVC/Competent Authority duly authorized by the Governing Body and with the approval of the Government.
- xii) **Managerial Category (Level 1 to 3):** Means those who are engaged to manage the affairs of K-DISC and shall include the Top Management, Senior Management and Middle Management personnel. The designations covered under Top Management are Executive Vice Chairman and Member Secretary. Senior Management consists of Executive Directors, Senior Finance Officer, Senior Consultants, Senior Administrative Officer, Senior Procurement Officer, Additional Secretary, Joint Secretary.
The Middle management includes Programme Managers, Consultants, Finance Officer, Section Officer, Deputy/Under Secretary. The managerial category shall also include any other category of employees as may be declared as managerial category by the Governing Body, from

time to time. The Organogram showing the structure of the Organisation is enclosed as Annexure.

- xiii) **Junior Management Category (First line Management) Level 4:** Means those who are engaged to supervise the affairs of K-DISC and shall include Junior Finance Officer, Assistant Section Officer, Programme Executives, Animators, Assistants and any other categories of employees as may be declared as Junior Management Category by the Governing Body, from time to time.
- xiv) **Other Categories (Level 5):** Includes all the other categories not included in the Managerial and Junior Management Category.
- xv) **Permanent Employee:** Means an employee, who is employed on a permanent basis in a permanent post and who has been confirmed in any grade or scale of pay after satisfactory completion of the probationary period stipulated in the appointment letter issued to him/her by the Government.
- xvi) **Employees on Deputation:** Means an employee appointed on a permanent post carrying a definite rate of scale of pay on deputation from Government or equivalent service.
- xvii) **Contract Employee:** Means a person, who is appointed on a permanent post or temporary post and includes an employee, who is employed for work which is essentially of a temporary nature and likely to be extended within a limited period of employment or, employee who is employed for work of a permanent nature but appointed for a short tenure specified or, appointed in a leave vacancy or, appointed till a permanent arrangement is made or, till such time a permanent incumbent is appointed or, for a maximum period of three years, whichever is earlier. This type of appointment is basically to attend specific nature of work for which the rate will be fixed before starting the work and based on an agreement between the K-DISC and employee so appointed. He/she will not have any claim for permanent employment/appointment in K-DISC.

- xviii) **Casual Employee:** Is one whose employment is of a casual nature on a daily wage or otherwise and who has no claim for any allowances payable to a permanent employee and he/she will not have any claim for permanent employment in K-DISC.
- xix) **Trainee or Apprentice or Intern:** Is a person who is engaged for the purpose of learning work with or without stipend/allowances and based on an agreement between K-DISC and Trainee/Apprentice so appointed. He/she will not have any claim for appointment in K-DISC.
- xx) **Joining Time:** Means the time allowed to an employee to join a post.
- xxi) **Duty:** All periods which are specifically ordered to be treated as duty by the Member Secretary/CEO or an officer authorized by Member Secretary/CEO

Includes,

- a. Service as a probationer provided that such service is followed by confirmation.
 - b. A course of instruction or training or project work, which an employee undergoes, specifically ordered by the Executive Vice Chairman/competent authority to be treated as duty.
 - c. Performance of any specific work assigned to staff by their Supervisor/Heads of Departments.
- xxii) **Lien:** Means the right of an employee to hold substantively a permanent post.
 - xxiii) **Holidays:** Means a holiday with or without salary. All categories of employees including all those on deputation, contract, casual/daily rated/daily wages are eligible for holidays declared by K-DISC or by the Government with or without salary in a calendar year. All the Sundays and Second Saturdays will also be holidays for the employees. This shall not be applicable to animators, mother animators and volunteers working in Community maths and science labs for whom there shall be

only one holiday per week. The number of public holidays including restricted holidays shall be less than the public holidays applicable in government and shall be as per the academic plan finalised by the programme team. For consultants working on retainerhip the days of work shall be decided by the programme management team.

- xxiv) **Day:** Means a calendar day, beginning and ending at mid night, but an absence from headquarters which does not exceed 24 hours shall be reckoned for all purposes as one day at whatever hours the absence begins or ends.
- xxv) **Working hours:** Means a day, starting at 10.00 am and ending at 5.00 pm with 45 minutes interval between 1.00pm and 2.00pm on all the working days. This shall not be applicable to Mother Animators and Volunteers. In CMLs, working hours shall be fixed by the project team suitably.
- xxvi) **Officiate:** An employee officiates in a post when he/she performs the duties of a post in which another person holds a lien. The appointing authority may, if it thinks fit, appoint an employee to officiate in a vacant post on which no other employee holds a lien.
- xxvii) **Honorarium/Consultant Fee:** Means a recurring or non-recurring payment from K-DISC's funds granted to a person including an employee engaged for such special work or as consultants, as may be determined by the Member Secretary/CEO from time to time.
- xxviii) **Leave Salary:** Means the monthly amount paid by K-DISC to an employee on leave.
- xxix) **Pay:** Means the amount drawn monthly by an employee as:
 - a. Pay in the timescale attached to the post or against the post which he/she is working.
 - b. Personal pay and any other emoluments, which may be specifically classified as pay by the Governing Body.

- xxx) **Personal Pay:** Means additional pay granted to an employee:
- a. To save him from loss of substantive pay in respect of a permanent post due to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure.
 - b. In exceptional circumstances on other relevant considerations with the approval of the Governing Body.
- xxxii) **Time Scale of pay:** Means a scale of pay providing for minimum and maximum with incremental rates/identical time scales; scales of pay are said to be identical if the minimum, the maximum and the period of increment and the rate of increment of the time scales are identical.
- xxxiii) **Basic Pay:** Means the basic pay drawn by an employee in the grade in which he/she is employed and does not include any allowance.
- xxxiiii) **Actual Pay:** Means the minimum pay of the employee in the grade plus the increments earned by the employee.
- xxxv) **Salary:** Means all emoluments, which are earned by an employee, while on duty or on leave in accordance with the terms and conditions of his employment and which are paid or are payable to him in cash and includes DA/HRA/CCA but does not include any bonus, overtime wages and any other allowances.
- xxxvi) **Subsistence Allowance:** Means an allowance paid to an employee who is under suspension pending enquiry as in Government.
- xxxvii) **Travelling Allowances:** Means an allowance granted to an employee to cover the expenses which he/she incurs in travelling in connection with the affairs of K-DISC.
- xxxviii) **Public Conveyance:** Means a train, steamer, bus, boat or other conveyance, which plies regularly for the conveyance of passengers.
- xxxix) **Medical Certificate:** Means Medical Certificate from any Medical Officer serving under State/Central Government or any Hospitals approved by

K-DISC. However, the Member Secretary shall have the discretion to accept any other Medical Certificate in case of any special circumstances or to reject any medical certificate.

- xxxix) **Family:** Means employee's wife/husband, children including step children and legally adopted children and parents wholly dependent on the employee. At the time of joining service the employee shall declare the family and subsequent additions/deletions thereto shall also be declared.
- xl) **Sex:** Unless repugnant to the context, expressions in the male gender in this Manual shall also include its female derivation and trans genders. The word 'he' with its derivatives shall be and include the word 'she' with its derivatives, the singular numbers shall mean and include the plural numbers and vice-versa wherever relevant.
- xli) **Other Expressions:** Other expressions occurring in these Rules, but not defined herein, shall have the ordinary meanings assignable to them in the respective contexts.

The Governing Body Members and Executive Committee subject to the provision of the Act and the Rules shall have the power to delegate any of its power to the Member Secretary/CEO which it may deem fit and proper for the administration and the smooth functioning of K-DISC.

Saving clause: Nothing contained in this Manual shall operate in derogation of any law applicable to the employees or the prejudice of any right of the employee under an agreement or settlement or any instrument provided in law for the time being in force or contract of service.

7. Amendments

The Governing Body may delete, add to or amend any of these rules from time to time; provided that no new rule or deletion or amendment of an existing rule shall operate or reduce the scale of pay of an employee in which he/she has

been confirmed on the day the new rules, deletion or amendment comes into force.

8. Interpretation

The power to interpret the Manual vests in the Member Secretary/CEO who is also hereby empowered to issue such administrative instructions or orders as may be necessary to give effect to and supplement the Manual subject to the approval of the Governing Body.

9. Eligibility for Appointment

To be eligible for appointment in K-DISC: -

- i) One must be a citizen of India and must have attained 18 years of age
- ii) One must possess special and general qualifications and experience or training as prescribed for the posts
- iii) One must be of sound health, active habits and free from any bodily defect or infirmity rendering him unfit for the post
- iv) One must satisfy the appointing authority of his character and antecedents

10. Certificate of Health

No person shall be appointed to the service of K-DISC unless he/she has been certified by a Government Medical Officer or a Medical Practitioner registered in part -A/Class-A of the Register of Modern Medicines, Indigenous Medicines or Homeopathic Medicines to be of sound mental constitution and medically fit to discharge his duties.

11. Disqualification for Appointment

No candidate shall be eligible for appointment and no employee shall be entitled to continue in the service of K-DISC, if he/she was dismissed or compulsorily retired or removed from the services of K-DISC, any Government Department or Public Sector undertakings or Cooperative Sector if he/she has been convicted by a Court of Law for any criminal offence or anti-national activities or if he/she does not possess the prescribed qualifications.

12. Re-appointment

Any persons who has been dismissed or removed from the services of the K-DISC shall not be eligible for reappointment in any of the posts in K-DISC. This shall not be applicable to contract employees whose service were terminated on non-disciplinary and non-performance grounds.

13. Service Record

The Service record of every employee shall be maintained in the form prescribed for the purpose.

14. Performance Appraisal

The performance of all the employees of K-DISC will be evaluated as per the procedures/provisions mentioned in the section Guidelines for Performance Appraisal System. The permanent employees from the Government working in K-DISC shall be governed by the performance appraisal system in force in the Government from time to time.

15. Career Advancement

The Career advancement of the government employees engaged by K-DISC will be governed by the rules and procedures followed by the Government from time to time.

Career advancement of the contract employees of the K-DISC will be governed by the concerned rules framed by the K-DISC from time to time.

16. Seniority

The seniority of a contract employee in a post shall be reckoned in the following manner:

- i) Subject to clause (iii) and (iv) below, in accordance with the date of commencement of his service in the post i.e., one who commences his service earlier will have seniority over another who commences services later.

- ii) If more than one employee joins service at the same time, seniority will be determined by the rank given at the selection.
- iii) If the service of an employee is not continuous ie., any break in service occurs due to unauthorized absence, overstay of leave or joining time, suspension, etc., which is not regularized by the Member Secretary/CEO or cessation of work which is not legal, only the service after the break and which is continuous will be considered for seniority.
- iv) If two or more employees have the same seniority in a grade the one who had seniority in the lower grade, if any, on the day of commencement of service in the higher grade, will be considered as senior.
- v) In the case of a permanent employee, who is on probation in a higher or parallel post, his service in such higher/parallel post will count for seniority in his confirmed post, and if an employee, whose confirmation in a post has lapsed due to his confirmation in another post, is later reverted to the former post, his service in the latter post will count for seniority in the former post.

2. LEAVE RULES & PROCEDURES

Introduction

- 1) The leave rules cover all the contract employees working in K-DISC. In the case of employees working in K-DISC from Government/ on working arrangement/ on deputation shall be governed by the Leave Rules as applicable in Government/parent department from time to time.
- 2) Grant of leave shall depend on the exigencies of work and shall be at the discretion of the competent authority. Before proceeding on leave, he/she shall have to apply for leave 15 days in advance to the appropriate authority and seek the prior sanction of leave. Similarly, for extension of leave, an application shall have to be made in advance so as to reach positively before the expiry of leave originally granted. Mere submission of application shall not mean that the leave has been granted.
- 3) Employee on Contract will be eligible for Leave as follows:
 - Casual Leave
 - Earned Leave
 - Medical Leave
 - Maternity Leave
 - Leave Without Salary
 - Compensation Leave
- 4) **Casual Leave:** Casual Leave shall be allowed at the rate of 1 day for a month subject to a maximum of 12 days in a year on condition that the number of days of absence from duty including holidays shall not exceed 7 days at a time.
- 5) **Earned Leave:** Earned leave shall be allowed to the Employee on Contract @1/11 of the period spent on duty, subject to a limit of 15 days in a year. Such leave may be accumulated up to a maximum period of 2 months. Surrender of Earned Leave up to a maximum of 15 days shall be allowed once in each financial year during the period of employment subject to availability of sufficient leave at his/her credit.

6) **Medical Leave:** Every contract employee, who is not covered under ESI may be allowed during a calendar year, leave with salary subject to prescribed limits, on the ground of any sickness, if actually sick, this leave being called Medical leave. Leave on medical ground shall be allowed based on genuine medical ground supported by Medical Certificate from a Government Medical Officer or a registered Medical Practitioner. Leave on medical certificate on any other eligible leave may also be granted in addition to earned leave subject to a maximum of 2 months in all during the current period of contract. Leave in excess of eligible leave on any ground will be treated as Leave Without Salary. For contract periods less than one year the maximum limit will be as prescribed by the Member Secretary/CEO in each case. The Member Secretary shall be within his rights to get employee medically examined if it is considered necessary to substantiate the claim.

- i) An employee applying for medical leave for more than 3 days continuously on medical grounds shall produce a medical certificate from a Medical Officer from any Government hospital or any hospital approved by K-DISC in support of his application and or may require the applicant to be examined by a government Medical Officer or Medical Board approved by the Member Secretary/Competent Authority.
- ii) Medical leave up to three days shall be granted on an undertaking by the employee that he/she is sick and the leave applied is on medical ground provided the authority to grant leave is satisfied of the genuineness.
- iii) An employee who is granted leave beyond 3 days on medical grounds may be asked to produce a fitness certificate from the authority who issued the sickness certificate for availing the above medical leave, at the time of reporting for duty on the expiry of leave.
- iv) Medical leave cannot be encashed.
- v) Those employees, who are covered under Employees' State Insurance (ESI) Act, are not eligible for medical leave under this rule. They are eligible for medical leave as per the ESI act.

7) Maternity leave

- i) Every female employee shall be eligible for maternity leave as per the Maternity Benefit Act.
- ii) Those women employees, who are covered under Employees' State Insurance (ESI) Act, shall be eligible for maternity leave as per the ESI Act only.

8) Leave Without Salary: Leave without salary may be granted in special circumstances, when all other kinds of leave at the credit of the employee are exhausted. Except on medical grounds the LWS shall be regulated as maximum 15 days in each instance and 30 days in a year. For contract periods less than one year the maximum limit will be as prescribed by the Member Secretary in each case.

- i) The Member Secretary shall be the competent authority to sanction leave without salary.
- ii) Leave without salary will not be counted for earned leave calculation and increment.

9) Compensation leave

- Compensatory off for working beyond office hours may be granted for 10 additional working hours in a month, limited to one compensatory-off in a month. Such compensatory-off in lieu of additional working hours shall be availed within three months from the month of its accrual.
- Compensatory off in lieu of working on holidays may be granted up to a maximum of three days in a month and shall be availed within the close of the month immediately following the month off such holiday-duty.
- Compensatory off in lieu of working on holidays shall be limited to the category of Assistance and below and the same shall be granted by the head of division concerned on recommendation of the relevant reporting officer.
- Prior approval of the head of division on recommendation of the reporting officer is mandatory for working on holidays.
- If punch out is not done, the same shall be manually entered by the admin user on verifiable recommendation by the reporting officer.

- Normal working hours of K-DISC is 10:00 am to 5:00 pm (7 hours) with a 45-minute lunch break between 1:00 pm and 2:00 pm.
- One Casual / Eligible leave will be deducted for every three days' late attendance/ Early leaving in a month with a flexi time of half an hour a day. The flexi time can be utilised on alternate days only. Both late attendance and early leaving will be reckoned together for this purpose.
- The order of deduction of leave against unauthorised absence will be Casual Leave/ Half Pay Leave/ and Earned Leave/ Leave Without Allowance.
- 180 minutes grace time is allowed in a month and minimum seven working hours is mandatory for every working day including grace time.
- There will be provision for special casual leave in accordance with the provisions in the Kerala Service Rules (KSR).

This shall be implemented after biometric punching system and attendance management is operationalised.

Compensatory Leave won't be applicable to Mother Animators and Volunteers.

10) General Conditions regarding Leave

- i) Employees shall not be absent from duty in anticipation of sanction or extension of leave except under extra ordinary circumstances, the nature of which should be provided to the satisfaction of the Member Secretary through the Executive Director of the respective division.
- ii) Employees requiring leave for urgent purposes such as attending to sickness or funeral of near relatives or for purposes which would not be anticipated, may approach the Member Secretary or send application through any messenger for the sanction of leave. The Member Secretary may sanction the leave.
- iii) If in case it is found on further enquiry that the leave applied for by any employee was not bonafide/genuine or not for any emergency, it will be deemed to be a misconduct and the employee shall be punishable as prescribed in the Manual of Disciplinary Proceedings, mutatis mutandis.

11) Overstayal of Leave

- i) If the employee after proceeding on leave desires extension thereof shall apply to the Member Secretary through the Executive Director of respective division for extension of leave, who shall send a written reply either granting or refusing the extension of the leave to the employee and such reply shall reach him before the expiry of the leave originally granted to him.
- ii) In the event of an employee remaining absent without prior written permission of appropriate authority for a continuous period of 10 days including absence when leave though applied for but not granted and when over-stayed for a period of 10 days he/she shall lose the lien on his appointment and shall effect an automatic termination of employment without any notice or even intimation. In such an eventuality, K-DISC shall draw an irresistible presumption that by remaining absent continuously he/she has abandoned the service unauthorized.
- iii) An employee who returns to work within one month of the expiry of the leave granted and provides bonafide/satisfactory explanation to the Member Secretary or to the Executive Director of respective division for his omission to apply for extension of his leave and also for his failure to return to duty after the expiry of the leave, may be excused and reinstated in his post.

12) Completed year of Service

Completed year of service for the purpose of leave means continuous year of service for one year.

13) Right to Leave

Leave cannot be claimed as a matter of right, and when the exigencies of service so demand, leave of any description may be refused or revoked by the Member Secretary.

14) Combination of Leave

Any kind of leave other than casual leave under these rules may be granted in combination with any other kind of leave.

15) Application for Leave

Application for leave of any kind or for extension thereof shall be compulsorily made in the prescribed form to the Member Secretary.

16) Exceptions

Notwithstanding anything contained above, employees on deputation to the K-DISC shall be eligible for leave benefit only as per the terms of deputation and where the order is silent on the matter; they will be eligible for leave benefits as per the rules in the parent department/organization.

3. TRAVELLING ALLOWANCE RULES

1. Introduction

These Rules provide a framework for travelling allowance of all categories of employees of K-DISC.

2. Coverage

The Travelling Allowance Rules are applicable to all categories of Employees of K-DISC.

3. Categorization of Employees

For the purpose of calculating travelling allowances, Officers shall be classified into the following five levels.

Table 3.1 Categorization of Employees

Level 1	Top Management	Executive Vice Chairman, Member Secretary
Level 2	Senior Management	Executive Director, Senior Finance Officer, Senior Consultant, Senior Administrative Officer, Senior Procurement Officer, Additional/Joint Secretary
Level 3	Middle Management	Deputy/Under Secretary, Programme Managers, Consultants, Finance Officer, Section Officer
Level 4	Junior Management	Programme Executives, Assistant Section Officer, Junior Finance Officer, Assistants
Level 5	Supporting Staffs	All employees not covered under Level 1 to 4.

Note: The EVC can review the levels of Management at any point of time.

4. Types of Travelling Allowance

The different kinds of travelling allowance, admissible to the employees shall be as listed below:

- i) Permanent Travelling Allowance
- ii) Conveyance Allowance
- iii) Mileage Allowance

- iv) Daily Travelling Allowance
- v) Actual Travelling Expenses

5. Permanent Travelling Allowance

Permanent monthly travelling allowance may be granted on such terms and conditions as may be prescribed, to any employee whose duties require him/her to travel extensively within his/her sphere of duty. Such an allowance is granted in lieu of all other forms of traveling allowance for journey within his/her sphere of duty and is drawn all the year round, whether the officer is absent from his headquarters or not. Permanent monthly travelling allowance, if required may be paid as per the rates decided by the Governing Body from time to time. The employees availing Permanent Travelling Allowances will not be eligible for any other travelling allowances.

6. Conveyance Allowance

Monthly conveyance allowance may be sanctioned to any employee while on duty, who is required to travel extensively. If required, the Conveyance Allowance shall be provided as decided by the Governing Body from time to time.

7. Mileage Allowance

Mileage Allowance is an allowance calculated on the basis of distance travelled which is given to meet the cost of a particular journey. Mileage allowance for road journeys shall be regulated at the government rates applicable from time to time.

8. TA Advance

The employees will be allowed to draw advance amount to cover the travel allowances as mentioned below.

- i) TA advance not exceeding 90% of the anticipated expenditure can be granted on request. No advance will be granted when an earlier one is pending settlement.

- ii) All advance TA and final TA bills are to be approved by the Chief Executive Officer

9. Daily Allowance on Tour

Daily allowance (DA) is granted to cover the daily charges incurred by an employee on tour outside K-DISC. The rates of DA admissible will be as follows:

Levels of Employees	Inside State (Rs.)	Outside State (Rs.)
Level 1	1000	1200
Level 2	900	1000
Level 3	600	700
Level 4	400	500
Level 5	300	400

- i) Daily allowance shall be calculated at the following rates for the entire absence starting from departure from K-DISC and ending with arrival at Headquarters: -
 - a) Up to and including 6 hours: $\frac{1}{2}$ DA
 - b) exceeding 6 hours but not exceeding 24 hours: Full DA
 - c) Beyond 24 hours: 1 DA for each 24 hrs
- ii) Daily allowance shall not be admissible on a Sunday or holiday unless the employee is actually in camp.
- iii) An employee on leave while on tour shall not be entitled to draw daily allowance during such leave.
- iv) Where an employee, while on tour, returns on the same day, to the first halting station from another station, no daily allowances for halt at another outstation shall be admissible even if the halt at that outstation exceeds six hours. He/she shall, however, be paid the actual fare for the journey performed.
- v) On days when an employee on tour is provided with:
 - a) Free boarding and lodging, the employee will be eligible only for one-fourth DA for those days.
 - b) Free boarding only, the eligibility will be limited to one-half DA.
- vi) For hilly tracts, DA for halts and mileage allowance for journeys will be 125% of the normal rates.

- vii) However, in extremely exceptional cases/unavoidable circumstances where actual travelling expenses exceeds the limits, actual may be reimbursed through special sanction accorded by the EVC.

10. Actual Travelling Expenses

The employees will be eligible for claiming actual travelling expenses for performing the tour subject to the following limits.

Levels	Entitlement
Level 1	Actual fare by and type of public bus, including air conditioned bus OR At prescribed rates for AC taxi when the journey is actually performed by AC taxi
Level 2	
Level 3	
Level 4	Actual fare by and type of public bus, including air conditioned bus OR At prescribed rates for ordinary taxi when the journey is actually performed by ordinary taxi OR At prescribed rates for auto rickshaw for journeys by auto rickshaw
Level 5	Actual fare by and type of public bus other than air conditioned bus OR At prescribed rates for auto rickshaw for journeys by auto rickshaw

Note: For travel by AC bus/AC taxi/Taxi and luxury class buses original ticket/receipts must be produced.

11. Room Rent

Actual room rent on the days of stay during tour shall be reimbursed on production of receipt, subject to the upper limit as provided below, if accommodation at concessional rate is not available to the employee. The rates notified are excluding of tax treatments.

Levels of Employees	Class X Cities	Class Y Cities	Class Z (Other Localities)
Level 1	7000	5000	4000
Level 2	5000	4000	3000
Level 3	4000	2500	2000
Level 4	3500	2000	1500
Level 5	3000	1500	1000

Note: Class X, Class Y and Class Z Cities as notified by Government of India from time to time.

Current Classification: Class X cities- Hyderabad, Delhi, Ahmedabad, Bengaluru, Greater Mumbai, Pune, Chennai and Kolkata

Class Y: Population between 5 lakh-50 lakhs (Eg: Thiruvananthapuram, Cochin, Kozhikode, etc.)

12. Journey by Rail

For the purpose of calculating mileage allowance, employees when traveling by rail are entitled to class accommodation according to the following grades.

- i) Level 1 and Level 2 employees - Accommodation of the first class or second class AC sleeper.
- ii) Level 3 employees - Accommodation of the second class or third class AC sleeper.
- iii) Level 4 employees - Accommodation of the third class AC sleeper.
- iv) Level 5 employees - Accommodation of the second sleeper class.

13. Engagement of Taxis

In the Travelling Allowance bills claiming taxi charges the registration number of the vehicle used for journey should be furnished and proper receipts should be attached which should contain:

(a) Registration number of the vehicle (b) distance travelled (c) time taken for travel (starting time and closing time) (d) places visited or travelled (e) date of journey (f) total amount paid (g) type of vehicle in the case of taxi.

14. Journey by Air

- a. All Journeys by air shall be with the prior approval from the Government. Government Orders/Rules applicable to the Departmental Officers in this regard shall also be applicable to the officers of K-DISC.
- b. Level 1 and Level 2 Officers are eligible for air journey. Journey by air shall seek prior approval from the Government of Kerala. Class of travel as per existing Government Orders applicable to the Departmental Officers shall also be applicable to the officers of K-DISC. However, in exceptional cases, when Business class is available at economy class rates, the employee can avail this opportunity.

- c. Charges on account of air, rail or other modes of journeys being preponed, postponed or cancelled shall be reimbursable in full, provided such changes were beyond the control of the officer. Such charges may be claimed along with the TA claim.

15. Journeys outside India

Journeys on official purpose outside India from K-DISC shall invariably be performed only with the approval of Government in accordance with existing Government orders applicable to the Departmental Officers. Besides government sanction, if required as per the rules in force, journeys abroad on leave on private purpose will be under intimation to the Parent Department/organization.

16. TA Bills

After completion of the travel, the employees have to settle the TA bills as detailed below:

- i) Travelling Allowance bill shall be prepared and submitted in the prescribed form.
- ii) TA bills shall be submitted within one month from the date of completion of the journey. In exceptional cases beyond the control of the employee, TA claims can be submitted within a period of one month with the sanction of the competent authority, based on valid reason(s) furnished by the employee.
- iii) The Governing Body may approve T.A. bills submitted beyond three months, but up to one year from the conclusion of the journey, based on valid reason(s).
- iv) Claims for travelling allowance shall be forfeited if it is not submitted within one year from the date of completion of the journey and the travel advance drawn if any shall be recovered from the salary of the employee during the next month.

17. Interpretation and Amendment/Modification

The power to interpret, amend or modify or to relax any of the provisions of these rules shall vest with the Governing Body of K-DISC.

18. Insurance and Employees Provident Fund

All contract employees of K-DISC are eligible for reimbursement of part premium of any insurance linked savings scheme with assured return under the following conditions:

- a) The minimum service with K-DISC required by an employee to be eligible for part premium reimbursement under the scheme shall be one year.
- b) The contract employee shall be free to opt suitable plan having IRDA approval and operated by an insurance company with valid IRDA approval
- c) The reimbursement for monthly premium by K-DISC on the above shall be limited to 10% of pay as on 01 September, 2021 with a maximum ceiling limit of Rs. 12,500/- or 50% of the actual monthly premium paid by the contract employee whichever is less

All Contract Employees of K-DISC eligible to become a member of provident Fund from the date of joining the establishment under the following conditions.

- d) If the total emolument/salary for the employees is less than Rs. 15,000/- per month, it is mandatory to provide PF Benefits
- e) If the total emolument/salary for the employee is higher than Rs. 15,000/- per month, PF benefits can be provided if the employee demands for the same

19. Other Benefits

The benefits applicable to Employees from Officer to Assistants shall be as given below:

Top Management	Vehicle on hire for official use, Mobile phone & Telephone charge at residence reimbursement, computer/laptop at residence with unlimited mobile internet connectivity.
Senior Management	Vehicle on hire for official use, Mobile phone charge reimbursement, computer/laptop at residence

Middle Management	Vehicle on hire for official use with the permission of the Competent Authority. Mobile phone charge reimbursement, computer/laptop at residence
First line Management	Vehicle on hire for official use with the permission of the Competent Authority.
Supporting Staffs	Mobile phone charge reimbursement

20. CUG connection with additional talk value of Rs. 1000/-per month for Top Management, Senior Management & Middle Management and Rs. 500/-per month for all other staffs not covered above. The plans shall be selected with a minimum of 40 GB per month.
21. The EVC shall be vested with the power to amend/modify and review any rate mentioned in the travelling rule as and when required subject to ratification by the Governing Body.

4. GUIDELINES FOR PERFORMANCE APPRAISAL SYSTEM

1. Introduction

The performance Appraisal system can provide an objective assessment of employee performance and aims to facilitate a continuous improvement in the performance of individuals. The guidelines are applicable to employees from Government/working arrangement, deputation and employees on contract in K-DISC. The target of the performance appraisal shall be to put in a result based management system in K-DISC. Integrating divisions functionally shall be a very important aspect for bringing out results. This shall be done based on vision statements, mission and activity plan of K-DISC. The parameters are not subjective but quantifiable and are called as Key Result Areas (KRAs) and Key Performance Areas (KPAs) which shall be developed and all individual positions will be appraised based on these set performance indicators.

2. Coverage

These rules are applicable to the following employees at K-DISC:

- † Employees from Government (on permanent or on working arrangement)
- † Employees on deputation
- † Employees on contract

3. Definitions

The definitions used are given below:

- † Appraisal Period: Period for which an individual's performance is getting evaluated.
- † Appraisee: An Officer for whom evaluation is getting done
- † Appraiser: The Functional reporting officer of the Appraisee
- † Reviewer: The Unit/Functional Head of the Appraisee

4. Employees from Government /on working arrangement/ on deputation

The annual Performance Appraisal for employees on deputation/working arrangement from Government will have to be done by the EVC and forwarded

to their parent organisation/department for review as per the government guidelines in force. For the employees of Administrative Department/ Government holding additional charge in K-DISC, both performance appraisal and review will have to be done at the concerned departmental level as per the orders issued by the Government from time to time.

5. Employees on contract

The performance of employees on contract for periods above one year shall be evaluated annually as per these guidelines. For lesser periods there will be an interim assessment between mid-ways during the contracted period of service for considering their continuance in the service of K-DISC. For those who have put in more than one year of service by virtue of such continuance in service, the performance appraisal will be at the end of the extended period or the financial year under consideration, whichever is earlier.

6. Process of Performance Appraisal

In general, the period of assessment starts from April 1st to March 31st of every financial year. The Management Services Division of K-DISC shall initiate the performance appraisal process by the end of the financial year under consideration. The performance appraisal would be generally based on their KRAs and KPAs. The performance appraisal process for those incumbents required to be appraised at any other time in accordance with their specified conditions/period of service shall be initiated and completed as appropriately required. Once the Management Services Division issues the Performance Appraisal form, the employee shall fill the inputs/achievements and forward the filled form to the appraiser for evaluation. The Appraiser shall give appraisal ratings after verification of inputs given by the Appraisee. The completed forms shall be routed to the concerned Reviewer by the Appraiser for the final Review. The Appraiser in consultation with the Reviewer shall communicate the final ratings back to the Appraisee before sending the form back to Management Services after the necessary sign-off, for further processing and final documentation.

7. The Table below shows the list of reviewer and appraiser for various designations at K-DISC.

Table 4.1 Designation-wise Appraiser and Reviewer

Sl. No.	Designation	Appraiser	Reviewer
1.	Member Secretary	EVC	Governing Body
2.	Executive Director	Member Secretary	EVC
4.	Senior Consultant, Senior Finance Officer, Senior Administrative Officer, Senior Procurement Officer	Member Secretary	EVC
5.	Programme Manager/ Consultant, Finance Officer Section Officer	Executive Director, Senior Consultant, Senior Finance Officer	Member Secretary
6.	Programme Executives, Assistant Section Officer, Junior Finance Officer, Assistants	Programme Manager/Consultant. Section Officer	Executive Director

Note: 1. The above Table is only applicable to those employees from Government/ working arrangement/deputation to the extent prescribed in para 4 above.

2. If any position of Appraiser or Reviewer is vacant at the time of appraisal, the next higher officials shall respectively carry out the appraisal and review functions

3. if any new post is created, the appraisal and review of the incumbent will be in accordance with the relative position/grade of the post to any of the posts/designation given in the above Table.

8. The Interim appraisal shall be headed by their respective reporting officers to oversee the performance of work. Those who have not impressed in the first half (three months) can improve the performance before final review. At the end of the contract period a duly constituted committee shall review the final performance of the employee based on the performance appraisal form, shall decide the scope for extension/termination of contract of the employee.
9. In case of employees on contract the extension of service shall be based on the recommendation of the duly constituted three-member committee as shown in Table 4.2 and on the criteria fixed by K-DISC from time to time.

10. In the case of employees from Government/working arrangement/deputation the three-member committee as shown in the Table below may review their performance in K-DISC and recommend for the extension/discontinuance of their service in K-DISC.
11. The structure for the three-member committee shall be as follows:

Table 4.2 - Structure of Appraiser Committee

Levels	Designation of Appraisee	Committee Structure
Level 1	Member Secretary	Executive Vice Chairman, One member from the Governing Body not included in the Executive Committee, One member from the Executive Committee (not included in Governing Body)
Level 2	Executive Directors, Senior Finance Officer, Senior Consultant, Senior Administrative Officer, Senior Procurement Officer	Member Secretary, One member from the Governing Body not included in the Executive Committee, One member from the Executive Committee (not included in Governing Body)
Level 3	Programme Managers, Consultants, Finance Officer, Section Officer	Member Secretary, Executive Director of the respective division, One Executive Director from other division.
Level 4	Programme Executives and other categories of employee as categorised under the Junior Management level	Executive Director of the respective division, Two Programme Managers (one Programme Manager who is in charge of the respective Programme).
Level 5	All employees not covered in Level 1 to Level 4	Respective Department Head, Head of Administrative Dept., Supervising Officer.

12. Interpretation

The interpretation of Chief Executive Officer/Governing Body shall be final in respect of all the integrated Administration policies & systems which have a direct/indirect linkage with the Organisations Performance Appraisal System.

5. GENERAL RULES FOR CONTRACT EMPLOYEES OF K-DISC

1. The place of posting of the employee shall be at the office of K-DISC at Thiruvananthapuram and he/she is liable to be transferred to other branches, offices of K-DISC or any project office associated with K-DISC whether in existence or which may come into existence hereafter. When required to work in other locations during normal working hours, no additional payment shall be made for such work. It shall be his/her responsibility to make arrangement for his/her own residential accommodation and other arrangements, if any required. Also, K-DISC can shift the place of working anywhere in the State of Kerala and in that event, he/she shall be willing to work at the new place of assignment and his/her salary and other benefits shall be fixed by K-DISC.
2. The employee shall bear his/her own taxes that shall be deducted from his/her salary and/or other dues.
3. For journeys on official purpose, the employee shall be governed by TA/DA rules effective in K-DISC or as determined by the Governing Body.
4. The service of the contract employee is liable to termination at three month's advance notice for a contract employment of one year and above and one month for a contract employment of 6 months, unless due to the expiry of this contract. In case he/she is incapacitated by reasons of illness, accident or any other cause and cannot perform his/her duties, K-DISC may at its discretion grant leave for reasonable time on full pay or half pay or without pay or terminate his/her services as deemed appropriate by it. Also, if he/she is found suffering from any life-threatening infectious/contagious disease, K-DISC may at its discretion terminate his/her service.
5. During the course of his/her employment, the employee shall not apply or seek employment elsewhere without prior intimation to K-DISC and in case it is so discovered about his/her seeking employment elsewhere without such intimation, it shall be deemed as breach of trust on the part of the employee and his/her services terminated at the discretion of K-DISC.
6. Unauthorized absence from duty shall be treated as misbehaviour and such absence shall constitute an interruption in service entailing forfeiture of past

service. Exceptional cases requiring relaxation of this provision will be decided by the Governing Body.

7. Forfeiture of past service shall have the effect of losing the benefit of increments earned by an employee in the whole service and forfeiting leave at his credit as on the date of interruption, wherever increment is payable.
8. The employee shall work under the supervision of officers decided by K-DISC from time to time. He/she shall diligently and satisfactorily carryout instructions given to him by his/her superiors in connection with the work assigned to him to the best of his/her skill and ability.
9. The employee shall observe discipline, punctuality and fair behaviour, failing which, disciplinary action, including but not limited to termination of his/her service at short notice, may be taken as deemed fit by K-DISC.
10. The employee shall render his/her services efficiently to the best of his/her ability, shall devote whole time to the services of K-DISC and shall not engage himself directly or indirectly either honorary or on remuneration in any other service, trade, business, vocation or occupation. Also, he/she shall not appear in any examination or attended classes without prior written permission of K-DISC.
11. Any notice or communication of whatever kind to be given to the employee shall be given by ordinary post or through any other available means of communication deemed appropriate. The notice/communication will be given at the address given by him/her at the time of employment or such other address which he/she may hereafter intimate to K-DISC. It shall be his/her duty to intimate in writing to K-DISC whenever there is any change of his/her address.
12. The employee shall be bound by rules and regulations enforced by the K-DISC, from time to time in relation to conduct, discipline leave, holidays or any matter relating to service conditions which shall be deemed as rules, regulations and orders in the part of these terms of employment. K-DISC reserves the right to modify, alter or delete the existing directives or to introduce fresh service rules which shall be binding upon the employee.
13. During the tenure of service, the employee shall treat all information coming to him as strictly confidential and the information contained in all documents

and papers and other matters relating to K-DISC shall not be divulged by him/her to any person except as otherwise allowed by K-DISC.

14. Annual increments in the pay of the contract employee shall be at the rate fixed by K-DISC for various posts from time to time based on the contract agreement with K-DISC.
15. In case the employee is charged with any act of misconduct, he/she may be suspended from service pending enquiry. During suspension period, he/she shall be entitled to 50% of his/her salary towards subsistence allowance subject to his/her marking of attendance on the working days at any time during working hours. While claiming subsistence allowance, he/she shall give an undertaking or affidavit every month in writing that he/she was neither employed nor self- employed during such period.
16. Subject to the terms and conditions in the order of appointment an employee may resign his job but the resignation shall come into effect only on accepting the same by the Member Secretary. For resigning from his/her employment, the employee shall give three months advance notice to K-DISC, failing which disciplinary action if deemed fit may be taken against the employee by K-DISC including but not limited to withholding amounts if any payable/due to the employee.
17. The continuation of service of the employee shall be subject to him/her being medically, physically and mentally fit for the service.
18. Apart from the aforementioned conditions, the employee is bound to abide by all standing orders in operation or office orders which are issued from time to time by K-DISC. In case of dispute or doubt thereof, the decisions and directions of K-DISC shall prevail.

6. CONDUCT AND DISCIPLINARY RULES & PROCEDURES

1. These Rules and Procedures shall be called the “K-DISC Employees Conduct and Disciplinary Rules”
2. It shall be the responsibility of K-DISC and the employees to see that the proper and faithful observance and implementation of the various provisions of the rules are carried out in the day to day functioning of K-DISC.

3. **Conduct**

Every employee is expected to conduct himself in a way befitting his position and prestige of K-DISC. He shall cooperate with his fellow employees and K-DISC in maintaining the best congenial and the pleasant atmosphere of K-DISC which would be conducive to the attainment of the objectives of K-DISC and fostering healthy relationship within K-DISC.

4. **Duties and Obligations of Employees during Working Hours**

- i) Every employee shall carry out the work which he/she has been assigned, conscientiously and to the best of his ability and in accordance with these rules or direction or general instructions given to him by the EVC or directly or through delegated authority.
- ii) Every employee shall comply with these rules as modified from time to time. He shall be deemed to be in the employment of K-DISC for all the 24 hours of the day and liable to be called for the duty at any time apart from the normal hours of his duty.
- iii) Each employee is responsible for and shall take proper care of all machines, equipment, fittings, furniture, papers, files, documents, records and other properties of K-DISC generally or specifically entrusted to him. He/she shall not take out of the premises any such property without authority from the Member Secretary, neither shall he/she conceal or attempt to conceal any such article or material.
- iv) Every employee shall take precautions to safeguard K-DISC property and to prevent accident or damage to it and shall at once report to

his superior officer of any loss, damage/defect which he/she may notice in any equipment or other property. He/she shall also immediately report to his superior any defect which he/she may notice and which might endanger himself or any other person or might result in damage to K-DISC's or any other person's property.

- v) It is the duty of every employee to see that his computers, printers, furniture, account books, files, etc., and /or work place is kept clean and tidy.
- vi) Strict observance of all general safety measures including those relating to fire prevention is necessary on the part of every employee. All employees shall strictly follow the safety rules in force in K-DISC.
- vii) Unless in any case it be otherwise distinctly provided, the employee shall be at the disposal of K-DISC and he/she may be employed in any manner required by Member Secretary without claim for additional remuneration.
- viii) Every employee shall at all times maintain absolute integrity, devotion to duty and do nothing which is unbecoming of an employee. He/ She shall serve K-DISC honestly and faithfully and shall use his utmost endeavour to promote the interest of K-DISC and shall conduct himself in a manner conducive to the best interest, credit and prestige of K-DISC.
- ix) Except with the permission of the Member Secretary in writing no employee shall even while on leave directly or indirectly engage in other profession or business or enter the service of or be employed in any other capacity or do any consultancy or for any purpose whatsoever and for any part of his time, by and other person, government department, firm, company or employer and shall not have any private financial dealings with other employees or persons have dealings with K-DISC.
- x) Every employee shall in accordance with the policies laid down by K-DISC perform his duties entrusted to him from time to time.

- xi) Except to his superior authorities an employee shall not divulge any matter, pertaining to K-DISC unless authorized by law or permitted by K-DISC.
- xii) All documents, photographs, notes, computer peripherals, CDs/USB, etc and other papers containing information relating to the affairs of K-DISC or its operation are always treated as K-DISC's property whether prepared by the employee or otherwise.
- xiii) Every employee shall observe courtesy and politeness to all.
- xiv) Every employee on joining the service of K-DISC shall furnish to the Member Secretary, his address, age, qualification, personal data and such other details with proof thereon, as may be required by the Member Secretary. The address given by the employee shall be address at which he/she would be resident during his service in K-DISC and any change in such address and other particulars furnished by him shall be duly notified by him to the Member Secretary as soon as the change takes place. The Member Secretary shall not take into cognizance any change that has not been thus notified, and any notice or letter sent by post or otherwise to such address as is given by the employee shall be deemed to have been duly served upon and received by the employee concerned.
- xv) Every employee shall while making his application for leave or at any time there after before proceeding on leave, indicate to the authority sanctioning the leave his address while on leave and shall keep the said authority informed of any change in the address and contact telephone number previously furnished. If the employee fails to furnish his address and or telephone number during leave any notice sent to such address or any telephone calls made to such telephone numbers shall be deemed to have been duly sent to the employee and duly received by him.
- xvi) All employees shall be at the work spot at the time fixed and notified from time to time and shall register, their attendance by signing the attendance register or swiping in any manner as may be notified from time to time by the Member Secretary. An employee who arrives for

work after one hour after the scheduled time shall not be admitted to work except with the permission of the Member Secretary.

- xvii) An employee will be allowed 15 minutes grace at the start of the working hours once in a week. If an employee is habitually late, he/she will be treated as a habitual late comer and dealt with as per these rules. An employee reporting late for more than 15 minutes in a day, for more than 3 occasions in a week or if he/she leaves the duty more than ten minutes earlier on more than 3 occasions in a week he/she will forfeit one casual leave automatically. However, this will not affect the right of the Member Secretary to take any other action including disciplinary actions as he/she may deem fit and proper.
- xviii) An employee shall avoid insolvency or habitual indebtedness.
- xix) No employee shall directly or indirectly involve himself in the publication of magazine, newsletter, newspaper etc., in which statements or allegations or imputations are made which are derogatory in nature or which may affect the prestige or fair name of the K-DISC or its employees.
- xx) No employee shall approach any member of the legislature or local body or any other public man with a view to redressing his grievances.
- xxi) No employee shall join or continue to be a member of an association which has not been recognized by the Governing Body of K-DISC and no outsider shall be the office bearer of any employees' association in K-DISC.
- xxii) No employee while on duty shall be under the influence of alcoholic drinks or drugs and shall not smoke while on duty in the premises of K-DISC.
- xxiii) Working hours - the working hours of the employees shall be fixed by the Member Secretary. The Member Secretary shall have the power to vary, modify, or amend the working hours in respect of any employee or employees from time to time. The Member Secretary shall also have the right to require any employee to work extra time

during any day including holiday, beyond the prescribed hours of work.

- xxiv) The Member Secretary shall have the right to prescribe and supply the uniform if any, to be worn by an employee while on duty. Any employee who is not properly dressed or who is not wearing the prescribed uniform shall be refused admission for work or at any time after admission shall be required to leave the premises of K-DISC.
- xxv) Notwithstanding anything provided herein above, the Member Secretary shall have the right to issue orders or directions or instructions in respect of any matter connected with the duty of an employee as may be deemed necessary and proper for the purpose of administrative efficiency and such orders, directions, etc. shall be scrupulously carried out by the employees.
- xxvi) No employee shall be a member of or be otherwise associated with, any political party or any organization which takes part in political activity nor shall he/she take part in, subscribe in and or assist in any other manner, any political movement or activity.
- xxvii) No employee shall contest in any election to any legislature or local body nor shall he/she canvass or assist any candidate in any such election in any manner, any political movement or activity.
- xxviii) No employee shall bring or attempt to bring any political or other outside influence to bear upon any superior authority to further his personal interest in respect of matters pertaining to his service under K-DISC.
- xxix) Save as otherwise provided in these rules no employee of K-DISC shall except with the previous sanction of the Executive Vice Chairperson/ Competent Authority, give evidence in connection with any enquiry conducted by any person, committee or authority.
- xxx) Provided that nothing in this rule shall apply in the following cases: -
 - a) Evidence given at any enquiry before any authority appointed by the EVC, Governing Body, State Government, Central Government, State Legislature or Parliament.
 - b) Evidence given in any judicial enquiry or
 - c) Evidence given at any department/domestic enquiry.

- xxxi) Every representation from an employee shall be handled in accordance with the procedures laid down.
- xxxii) The grievances on the part of the employee shall be handled in accordance with the procedure laid down.
- xxxiii) The employee in person will first take up his grievance with his immediate superior/department head.
- xxxiv) If the employee is not satisfied with the decision of the immediate superior/department head or fails to receive an answer from him within seven days, he/she will take the grievances to the next higher Officer/any other officer authorized by the Executive Vice Chairperson as the case may be.
- xxxv) If the decision of the officer is not satisfactory or an answer is not received from him within 7 days, the employee will present the grievances to the Executive Vice Chairperson of K-DISC.
- xxxvi) Representation of grievances shall be only in writing.
- xxxvii) Any representation regarding grievances not complying with the above rule shall not be considered.
- xxxviii) Grievance redressal procedure shall not be available or resorted to in the case of any disciplinary action or punishment.
- xxxix) An employee while in service shall be liable for periodical medical examination as may be stipulated by the Member Secretary. However, the Member Secretary shall have the power to get an employee medically examined at any time for specific purposes, by any medical officer/medical board and the employee shall comply with the order without fail.
- xl) No employee shall resort to cessation of work either concertedly or otherwise or resort to concerted refusal or a refusal under a common understanding of employees to work or to accept employment, unless notice has been given as specified below:
 - a) 6 weeks before resorting to the cessation of work as per clause above
 - b) Or within 14 days of giving notice as above
 - c) Or before the expiry of the notice referred above

5. Misconduct and Punishments

The following acts and omissions on the part of the employee shall amount to misconduct:

- i) Refusal to perform the duties entrusted to him, which a person in his position could be reasonably expected to perform in the circumstances.
- ii) Negligence or neglect of work.
- iii) Refusal, expressed or implied, to do the allotted work or to act as per the orders of his superior in the matter of his work.
- iv) Refusal to work in a different job or in a different place/district or refusal to work on any other job or equipment as may be required by his superior, refusal to do additional work entrusted to him which could reasonably be expected of him.
- v) Refusal to work extra time or on Sundays or on holidays when directed to do so by his Member Secretary.
- vi) Insubordination or disobedience, whether alone or in combination with another or others.
- vii) Talking or behaving in a disrespectful manner to a superior/co-employee challenging the authority of the superior/co-employee or shouting at a superior/co-employee/subordinate.
- viii) Exhibiting bad temper, using foul languages or talking in a discourteous manner to another employee or any person within the premises of K-DISC.
- ix) Upsetting the peace and decorum of the office or work place.
- x) Engaging in idle talk or conversation or failing to respect the right of others to work in peace.
- xi) Drunkenness, intoxicated, riotous, disorderly, indecent or improper behavior, use of abusive language, threatening, intimidating, coercing, defaming other employees, wrongfully interfering with the work of other employees, assault or threat of assault, either provoked or otherwise and or improper behavior during duty hours within the premises of K-DISC or outside.
- xii) Slandering against any person within the K-DISC premises or work place.

- xiii) Failure to show proper courtesy to the customers or any other person with whom the K-DISC has connections.
- xiv) Any act of conduct detrimental to the interest of K-DISC or its goodwill.
- xv) Issuing public statements, giving interviews, publishing articles, speaking at public gatherings, etc. criticizing the affairs of K-DISC.
- xvi) Causing damage or loss to goods or property of K-DISC.
- xvii) Initiating, conducting or taking part or inciting other employees to take part in any cessation of work go slow, work-to-rule or similar actions, in contravention of the provisions of any law or rule in force.
- xviii) Holding or attempting to hold meetings within the premises of K-DISC without the consent or sanction of the EVC.
- xix) Distribution or exhibition within the K-DISC premises of any newspapers, bills, posters, pamphlets, etc., without the permission of the EVC/Competent Authority.
- xx) Collection or canvassing for the collection of any money within the K-DISC premises not permitted by the Executive Vice Chairperson.
- xxi) Habitual late attendance.
- xxii) Loitering or leaving the place of work without permission during the prescribed time of work.
- xxiii) Absence without leave or permission granted by an Officer who is authorized to sanction such leave or grant permission.
- xxiv) Overstayal of leave or joining time without prior sanction of the Member Secretary.
- xxv) Engaging in any trade, money lending or any other activity or attending to any work other than his allotted work within the K-DISC premises.
- xxvi) Engaging in any trade, business or other commercial activity or accepting employment under any other person, firm, company or other organization outside his hours of work during the tenure of service in K-DISC without the permission of the Member Secretary.
- xxvii) Smoking within K-DISC premises or in such places where it is prohibited or spitting in any places other than in spittoons provided for that purposes or using any part of the premises as urinals, latrine, bathroom, etc. other than the place provided for the said purpose.

- xxviii) Taking meals except in the place provided for the purpose.
- xxix) Failure to keep his work place/machine/equipment clean and tidy.
- xxx) Gambling within the K-DISC premises.
- xxxi) Sleeping while on duty.
- xxxii) Theft, fraud, dishonesty or breach of trust, misappropriation in connection with K-DISC's transactions or property, or with the property of other employees or any other person with whom the K-DISC has connections.
- xxxiii) Seeking, soliciting or accepting bribe, gift, reward in kind or cash from any other employee or any of the persons with whom K-DISC has connections or giving or attempting to give bribe, in kind or in cash to another employee of K-DISC.
- xxxiv) Insolvency, seeking a moratorium or arrangements with his debtors, more than 50% of his pay being attached or arrest or imprisonment for non- payment of debt.
- xxxv) Conviction by a court of law for criminal offence involving moral turpitude or entailing punishment by imprisonment.
- xxxvi) Committing any offence punishable under the Indian Penal Code or any other Statues within K-DISC premises, whether or not police action follows.
- xxxvii) Entering or attempting to enter or leaving or attempting to leave the K-DISC premises except through gates or routes specified for the purpose.
- xxxviii) Failure to wear the uniform, if supplied, or any other dress that is prescribed, or if no such dress is prescribed, proper dress and/or the identity card /badge while in K-DISC premises or failure to show such card/badge to the security personnel or any superior on being required to do so.
- xxxix) Refusal to be permitted to be searched by Security staff or other persons nominated by the Member Secretary.
- xl) Interference with safety devices or contravention of safety rules.
- xli) Failure to report to Member Secretary, any accident, either to himself or any other employee coming to his knowledge, or defect or damage to machinery, equipment or other property of K-DISC or any other

circumstances which may cause damage or loss to K-DISC coming to his knowledge or of any contagious disease to himself or any member of his family.

- xlvi) Manufacturing or attempting to manufacture unauthorized articles within the K-DISC premises.
- xlvi) Unauthorized use of K-DISC's quarters, vehicles or premises or any of the K-DISC properties.
- xlvi) Disclosing any matter or any confidential information or official secrets connected with the affairs or working of K-DISC or that of any person with whom K-DISC has connections, coming to his knowledge to any employee/or to any other person otherwise than in the course of the bonafide discharge of his duties in K-DISC.
- xlvi) Furnishing false information at the time of selection for appointment or at any time thereafter during the service with K-DISC in respect of himself or in respect of any other person.
- xlvi) Breach of any rule or instructions of the EVC/ Competent Authority or repetition of any act or omission against which the employee was previously warned by the EVC/Competent Authority.
- xlvi) Entering or remaining in K-DISC premises, unless on duty or with permission.
- xlvi) Deliberately making false complaints or statements against subordinates, co-employees or superiors.
- xlvi) Making representation directly to higher authorities without permission of the EVC.
- l) Giving false statement or refusing to give testimony when accidents, misconduct and other matters are being investigated.
- li) Impersonation or tampering of recording or creation of false or fabricated records.
- lii) Initiating, conducting or participating in any demonstration within the K-DISC premises.
- liii) Refusal to accept transfer from one unit, department, one place to another or from one district to another.
- liv) Slowing down the work or inciting others to resort to go slow tactics.

- lv) Punching the attendance card/making attendance for another person in any manner.
- lvi) Being within the K-DISC's premises in possession of properties stolen or believed to be stolen or possession of, which is not satisfactorily explained.
- lvii) Failure or refusal to accept charge sheet, order or other communications.
- lviii) Bringing alcoholic drinks or drugs into the premises.
- lix) Leaving the work before the scheduled time without prior sanction.
- lx) Commission of any act or conduct subversive of discipline of K-DISC, whether in the premises or outside, within the duty hours or outside duty hours.
- lxi) Deliberate abuse of any leave, privilege, concession or benefits for the time being in force.
- lxii) Squatting or remaining anywhere within the K-DISC premises with a view to achieve any demand or to intimidate, coerce or threaten any officer of K-DISC either within or outside K-DISC.
- lxiii) Obstructing or restraining either alone or in combination with others, any person or persons connected with K-DISC either within or outside K-DISC.
- lxiv) Declared and being carried in the register of the police as a bad character.
- lxv) Instigation, incitement or abetment in furtherance of any of the acts of misconduct.
- lxvi) Refusal to accept or acknowledge the receipt of any communication served or attempted to be served on the employee or evasion of service of any notice or communication.
- lxvii) Sexual harassment which includes such unwelcome sexually determined behaviour (whether directly or by implication) as:
 - a) Physical contact and advances
 - b) Demand or request for sexual favours
 - c) Sexually coloured remarks
 - d) Showing pornography

- e) Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.
- f) Any other act that comes under the preview of Sexual harassment as mentioned by the Government of Kerala, Government of India or Honourable Courts of India or any other statutory or legal body in this regard from time to time
- lxv) Breach of any provision in these rules even though not specifically reproduced above.
- lxvi) The above list shall not be considered as exhaustive. Any other act or omission or behaviour of an employee, which amounts to a misconduct as per the ordinary meanings of the term shall also be considered as misconduct for the purpose of these rules.

6. Procedure for Dealing with Cases of Misconduct

- i) The procedures for dealing with cases of misconduct by a permanent employee under Government of Kerala shall be based on the Act and Rules applicable to the employees in Government of Kerala from time to time.
- ii) An employee charged with having committed a misconduct shall be served with a written charge sheet by the Competent Authority setting out briefly the facts of the charge and circumstances alleged and the nature of the misconduct. In preparing the charge sheet previous instances of misconduct on the part of the employee and the punishment if any, given may also be stated in order that such matters are considered by the authority giving the punishment. The charge sheet may specify the period within which the employee shall give a written explanation.
- iii) Where the employee refuses to receive the charge sheet (which itself constitutes a misconduct) the charge-sheet shall be sent to the employee by registered post to the last known address of the employee and/or a copy of the charge sheet shall be exhibited on the Notice Board and such sending by registered post and/or affixing the same on the Notice Board shall be deemed to be the proper service of the charge-sheet. In case the charge sheet is not claimed or accepted when sent by registered post or if

the charge sheet is refused to be accepted, the service of the charge sheet shall be taken as having been effected.

- iv) The employee shall give his explanation in writing within the time specified in the charge sheet. If he/she does not submit any explanation within the prescribed or extended time, if any, it shall be deemed that he has no explanation to offer and that he/she had admitted the charges levelled against him and the matter will be decided accordingly, without any further notice to him.
- v) **Suspension Pending Enquiry:** An employee, against whom any misconduct is alleged or when disciplinary action is contemplated against him or when criminal proceedings are taken by police or pursued by a court of law against him, or when criminal proceedings against him in respect of any offence are under investigation, or if there are circumstances warranting immediate suspension pending issue of any charge sheet or any enquiry, may be suspended pending issue of charge sheet or enquiry.
- vi) When the employee submits his explanation and the explanation is found satisfactory, suspension pending enquiry, if any, shall be withdrawn and the period of suspension treated as if the employee was on duty and he/she shall be entitled to his salary or wages for the period, deducting the subsistence allowance, if any paid.
- vii) Where the explanation given by the employee is not found satisfactory and it is considered necessary to take further proceedings under these rules, the Executive Vice Chairperson/Member Secretary or the authorized authority may order an enquiry into the charges, to be held by an Enquiry Officer nominated by the Executive Vice Chairperson or the Member Secretary. However, in the case of misconduct of sexual harassment, the Executive Vice Chairperson or the Member Secretary may have the discretion depending on the facts and circumstances of the case, to dispense with a regular or detailed enquiry subject to the condition that in such cases, the employee who has been charged with the misconduct of sexual harassment is only given an opportunity of being heard in person after giving him a chance to submit his explanation.

- viii) Except where the officer holding the enquiry for reasons to be recorded in writing consider it frivolous or likely to cause undue delay not commensurate with the utility of examining such witnesses, the employee shall be permitted to produce and examine any witness to substantiate his explanation or disprove the charge. He/she shall be given all reasonable opportunity to cross examine any witness on whose statement or evidence the charge rests. The EVC or the authorized authority may; if so desired, engage a presenting officer, for prosecuting the charge against the delinquent employee at the enquiry. No outsider or any legal practitioner or any union official shall be permitted to take part or help the person charged in the enquiry. However, in case the presenting officer is a legal practitioner or legally experienced person the employee will be at liberty to engage any such person to defend himself in the enquiry. If the delinquent employee fails to attend the enquiry without any reasonable cause or prior information, the enquiry may be conducted in his absence. However, if the employee charged for misconduct desires and makes a request to the Enquiry Officer, he/she can at his discretion permit the assistance of any other employee of K-DISC if he/she is so willing.
- ix) The enquiry officer shall make a brief and faithful record of the statements made and evidence laid before him both in support of and against the charge and shall forward his findings to the concerned authorities.
- x) The charge sheet, the explanation and record of enquiry with the findings and such recommendation as the Enquiry Officer may make, shall be submitted to the EVC/Member Secretary/Authorized Officer for the purpose of taking a final decision. Before taking a final decision the EVC or any other competent authority, as the case may be, shall forward a copy of the report of enquiry to the charge sheeted employee for his comments thereon, to be submitted within the prescribed time (not less than 7 days) and the authority shall consider the comments if any received from the charge sheeted employee before taking the final decision on the enquiry report. While taking a final decision, the EVC/Competent Authority, as the case may be, shall refer to the comments if any received. If the authority finds that enquiry report is acceptable and that the

charges have been proved, the authority shall decide the nature of punishment to be imposed. Then the employee should be informed of the nature of punishment and get his comments on the punishment proposed. After getting the comments, the same may also be considered by the punishing authority before confirming the punishment. The decision and punishment, if any shall be communicated in writing to the employee concerned as early as possible.

- xi) If for any reason the authority competent to impose the punishment, disagrees with the findings of the enquiry officer, he shall record his disagreement giving reason thereof, and if the disagreement with reason thereof is not in favour of the employee, the said disagreement with reason shall be forwarded to the charge sheeted employee for his comments if any.
- xii) Where, after such examination of the record, the charge against the employee is found unsustainable or disproved, any suspension or extension of suspension shall be withdrawn and the periods of suspension be treated as if the employee was on duty and the employee shall be entitled to wages or salary for the period, after deducting the subsistence allowance, if any paid.
- xiii) In awarding the punishment under these rules, the Executive Vice Chairperson or the Member Secretary or the Authorized Officer shall take into account the gravity of the misconduct, the previous record, if any of the employee and any other extenuating or aggravating circumstances that may exist.
- xiv) Notwithstanding anything contained above the enquiry may be dispensed with in a case where the enquiry is not practicable on account of extraordinary circumstances or circumstances beyond the control of the Executive Vice Chairperson or the Member Secretary.
- xv) Notwithstanding anything contained above the appropriate authority shall have the right to initiate disciplinary action or to continue to proceed with the disciplinary action even if the employee has retired from service and

to award punishment to him, provided he/she is allowed to continue in service for the purpose of completing the disciplinary action.

7. Punishment

If the employee is found guilty of any of the misconduct mentioned in these rules one or more of the following punishments may be awarded to him. Item i) to iv) are considered as minor punishments and 5 to 11 as major punishments:

- i) Censure or warning
- ii) Withholding of increments, without cumulative effect, or postponing of any increment to any future date without cumulative effect.
- iii) Recovery from his pay of the whole or part of any pecuniary loss caused to K-DISC by such misconduct.
- iv) Imposition of fine
- v) Reversion or demotion to a lower grade or post or time scale or to a lower stage in the same time scale either permanently or for a specified duration
- vi) Withholding of increments with cumulative effect or postponing of any increment to any further date with cumulative effect
- vii) Barring of promotion for a specified period
- viii) Discharge from service, without compensation or notice
- ix) Dismissal/Termination from service
- x) Removal from service
- xi) Notwithstanding anything contained above, punishment of censure or warning or fine, recovery from the pay, whole or part of any pecuniary loss caused to K-DISC may be given without any formal enquiry. It shall be sufficient if the concerned employee is given an opportunity of being heard in person or in writing.
- xii) Except as otherwise indicated in the order of discharge or dismissal or removal, when the employee suspended is to be discharged, dismissed, or removed may be with effect on and from the date of commencement of suspension if any. In all other cases the dismissal or removal shall take effect only from the date of the order.

When an employee who had been dismissed, removed or otherwise terminated or suspended is reinstated or would have been reinstated but for his retirement on superannuation while under suspension, the authority competent to order the reinstatement under these rules shall consider and make specific order: -

- i) Regarding the pay and allowance to be paid to employees for the period of his absence/non-employment due to dismissal, discharge, removal or termination otherwise of suspension as the case may be.
- ii) Whether or not the said period shall be treated as period spent on duty:
 - a) Where the authority mentioned in clause (i) above is of the opinion that the employee has been fully exonerated or in the case of the suspension, that it was wholly unjustified by the appropriate authority under these rules and the employee may be given the full pay and allowances to which he/she would have been entitled had he/she not been dismissed, removed, suspended or otherwise terminated as the case may be.
 - b) In other case, the employee shall be given such proportion of such pay and allowances as such appropriate authority may specify in this behalf.
- iii) Provided that such proportion of such pay and allowances shall not be less than the subsistence allowance, if any admissible.
 - a) In case falling under clause (a), the period of absence from duty shall be treated as period spent on duty for all purposes.
 - b) In a case falling under clause (b), the period of absence from duty shall not be treated as a period spent on duty, unless such appropriate authority specifically directs that it shall be so treated for any specified purpose.
 - c) Notwithstanding anything contained above, the period of suspension or the period during which the employee was not able to come and work, on account of any reason like detention, police or judicial custody, etc. not attributable to him, the appropriate authority shall have the right to treat the period as duty or otherwise and with or without wages/salary.

8. **Authority to initiate disciplinary action and authority for awarding punishments**

The Member Secretary may at any time prescribe the officers competent to initiate disciplinary action and award punishment and may at any time cancel or vary any such order. Until such officers are prescribed, the Member Secretary shall be the competent person to initiate disciplinary action and award punishment.

9. **Appeals**

- i) An employee may appeal to the Executive Vice Chairperson (EVC) against any order, passed by an officer, inflicting a punishment on him,. The shall have the power to set aside, vary or confirm any such order as also to order a re-examination of the matter in such manner as he/she may deem fit. Such appeal shall be couched in polite and respectful language, shall contain all material statements and arguments relied on, shall specify the relief desired and shall be submitted through the proper channel within thirty days of the order appealed against. The appeal should be made by the aggrieved employee himself. Other than to the EVC, no employee has the right to appeal directly to the Governing Body Members or, any Ministers or Officers of the Government or to any person outside the employment of K-DISC. Any appeal made in contravention of this shall itself be considered as a misconduct for which any of the punishments enumerated above may be awarded.
- ii) Provided that an appeal shall lie to the Governing Body in case punishment orders have been passed by the EVC/Member Secretary. Provided further that no appeal shall lie against the order of punishment of censure or warning and/or imposition of fine.

Note: Formats of various registers and forms to be used by K-DISC with respect to Leave Rules, Travel Allowances, Performance Appraisal System and Conduct and Disciplinary procedures shall also be included in the Manual.